



General Services Administration
Northwest/Arctic Region
400 – 15th Street SW
Auburn, WA 98001-6599

June 18, 2015

Seattle SMSA Ltd Partnership
Dba Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

Dear Verizon Wireless:

Enclosed is an executed original of Supplemental Lease Agreement (SLA #3), amending Outlease Contract GS-10PTE-OL-9-01, (Verizon Wireless contract reference no. 102079). This SLA #3 reflects an Administrative Change to the Contract by the conversion of the contract number to a new national Outleasing Program contract naming / numbering convention of **GS-10P-Owa00044**; for the rental of approximately 2,500 usable square feet of open ground supporting the monopole antenna structure, located on the southeast corner area adjacent to the perimeter fence, east of Warehouse 1, Bay 4, on the GSA Auburn Warehouse Complex, 2701 "C" Street SW, Auburn, WA 98001-7421.

Please have all future rent payments annotate this new Outlease Contract number of **GS-10P-Owa00044** to ensure proper account posting by the GSA Office of Finance.

In addition, there is an improved way for Outlease client's to make monthly rental payments electronically via www.pay.gov. Detailed information of this new payment procedure is enclosed.

Should you have any questions regarding the contract number conversion by SLA, please contact me at (253) 931-7865.

Sincerely,

A handwritten signature in blue ink that reads "Stan Catchpole". The signature is fluid and cursive.

Stanley W. Catchpole
Outleasing Contracting Officer
Portfolio Management Division (10PTTA)

Enclosures

cc: 10PTTA Official File
10PSW Property Manager
7BCAI FW-Outlease Documents Finance

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 3	DATE 6 / 18 / 2015																														
		TO LEASE NO. GS-10P-Owa00044																															
ADDRESS OF PREMISES GSA Auburn Warehouse Complex 2701 "C" Street SW Auburn, WA 98001-7421																																	
THIS AGREEMENT, made and entered into this date by and between SEATTLE SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS																																	
whose address is 180 Washington Valley Road, Bedminster, New Jersey 07921																																	
hereinafter called the Lessee, and the UNITED STATES OF AMERICA, hereafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease.																																	
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 1, 2015 , as follows:																																	
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4. The Lessee shall pay the Lessor an annual rental of \$ 16,693.55 (Sixteen thousand six hundred ninety-three dollars and 55/100) , payable at the rate of \$ 1,391.13 (One thousand three hundred ninety-one dollars and 13/100) , per month in advance. Rent for part of a month shall be prorated. All payments shall be made payable to the General Services Administration , and shall contain the Outlease contract number for identification purposes: GS-10P-Owa00044 . Rental payments can be paid electronically via www.pay.gov or by check or money order, and mailed to the OFFICE OF FINANCE, GENERAL SERVICES ADMINISTRATION, PO BOX 301511, LOS ANGELES, CA 90030-1511 , for receipt on or before the first day of each month. This address is for the receipt of rental checks ONLY, with all other correspondence submitted to the Contracting Officer. Rent shall be increased on each annual anniversary of the Commencement Date to an amount equal to 103% of the annual rent payable with respect to the immediately preceding year rate.																																	
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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.																																	
LESSEE																																	
BY _____ (Signature)		_____ (Title)																															
IN PRESENCE OF _____ (Signature)		_____ (Address)																															
UNITED STATES OF AMERICA		OUTLEASING CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION																															
BY <u>Stanley W. Catalano</u> (Signature)		_____ (Official Title)																															



General Services Administration
Northwest/Arctic Region
400 – 15th Street SW
Auburn, WA 98001-6599

July 1, 2014

Seattle SMSA Ltd Partnership
Dba Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

Dear Verizon Wireless:

Enclosed are two original copies of SLA #2 (Supplemental Lease Agreement), amending GSA Outlease Contract GS-10PTE-OL-9-01, Verizon Wireless contract reference no. 102079. This SLA #2 reflects the exercise of option one (1), to renew this Outlease for an additional five (5) year increment, and recognizing a 3% increase in rental payments over preceding year(s).

This Outlease Contract covers the rental of approximately 2,500 usable square feet of open ground supporting the monopole antenna structure, located on the southeast corner area adjacent to the perimeter fence, east of Warehouse 1, Bay 4, on the GSA Auburn Warehouse Complex, 2701 "C" Street SW, Auburn, WA 98001-7421. **This SLA action will be effective September 1, 2014 and ending August 31, 2019.**

Should you have any questions regarding the amendment or any part of the contract, please contact me at (253) 931-7865.

Sincerely,

A handwritten signature in blue ink that reads "Stan Catchpole". The signature is fluid and cursive.

Stanley W. Catchpole
Outleasing Contracting Officer
Portfolio Management Division (10PTTA)

Enclosure

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT NO. 2	DATE <u>8/26/14</u>																																										
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-10PTE-OL-9-01																																											
ADDRESS OF PREMISES	GSA Auburn Warehouse Complex 2701 "C" Street SW Auburn, WA 98001-7421																																												
THIS AGREEMENT , made and entered into this date by and between SEATTLE SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS whose address is 180 Washington Valley Road, Bedminster, New Jersey 07921 hereinafter called the Lessee, and the UNITED STATES OF AMERICA , hereafter called the Government: WHEREAS , the parties hereto desire to amend the above Lease. NOW THEREFORE , these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>September 1, 2014</u> , as follows: This SLA #2 (Supplemental Lease Agreement) reflects the Lessee exercise of option (1) one, to renew for an additional (5) five year increment, recognizing an increase in annual rental payment of 3% over the preceding year, therefore, Paragraphs 3 & 4 are amended as follows: 3. TO HAVE AND TO HOLD the premises with their appurtenances under the following term, Commencing: <u>September 1, 2014</u> , and ending <u>August 31, 2019</u> . Option to renew for three (3) additional five (5) year increments commences <u>September 1, 2014</u> , unless Lessee terminates at the end of the then current term by giving the Contracting Officer written notice of the intent to terminate at least six (6) months prior to the end of the then current term. <u>Lessee must notify the Contracting Officer, in writing, of the intent to renew no later than ninety (90) days prior</u> <u>to expiration of each five (5) year lease term.</u> 4. The Lessee shall pay the Lessor an annual rental of <u>\$ 16,693.55 (Sixteen thousand six hundred ninety-three</u> <u>dollars and 55/100)</u> , payable at the rate of <u>\$ 1,391.13 (One thousand three hundred ninety-one dollars and</u> <u>13/100)</u> , per month in advance. Rent for part of a month shall be prorated. All payments shall be made payable to the <u>General Services Administration</u> , and shall contain the outlease contract number for identification purposes: <u>GS-10PTE-OL-9-01</u> . All payments are to be paid by check or money order, and mailed to the <u>OFFICE OF FINANCE,</u> <u>GENERAL SERVICES ADMINISTRATION, PO BOX 301511, LOS ANGELES, CA 90030-1511</u> , for receipt on or before the first day of each month. Transmittal via an electronic funds transfer (EFT) is preferred with arrangements made through the Office of Finance. <u>This address is for the receipt of rental checks ONLY, with all other</u> <u>correspondence submitted to the Contracting Officer.</u> Rent shall be increased on each annual anniversary of the Commencement Date to an amount equal to 103% of the annual rent payable with respect to the immediately preceding year. <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>First 5 yr Renewal Option</th> <th>Annual Rent / RSF</th> <th>USF</th> <th>Annual Rent</th> <th>Monthly Rent</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>\$ 6.68</td> <td>2,500.00</td> <td>\$ 16,693.55</td> <td>\$ 1,391.13</td> </tr> <tr> <td>2</td> <td>\$ 6.88</td> <td>2,500.00</td> <td>\$ 17,194.37</td> <td>\$ 1,432.86</td> </tr> <tr> <td>3</td> <td>\$ 7.09</td> <td>2,500.00</td> <td>\$ 17,710.20</td> <td>\$ 1,475.85</td> </tr> <tr> <td>4</td> <td>\$ 7.30</td> <td>2,500.00</td> <td>\$ 18,241.50</td> <td>\$ 1,520.13</td> </tr> <tr> <td>5</td> <td>\$ 7.52</td> <td>2,500.00</td> <td>\$ 18,788.75</td> <td>\$ 1,565.73</td> </tr> </tbody> </table> All other terms and conditions of the lease shall remain in force and effect. Tax ID/SSN: 91-1237252 IN WITNESS WHEREOF, the parties subscribed their names as of the above date. <table style="width: 100%;"> <tr> <td colspan="2" style="padding: 5px;"> LESSEE </td> </tr> <tr> <td style="width: 50%; padding: 5px;"> BY <u></u> <u>8-25-14</u> (Signature) </td> <td style="width: 50%; padding: 5px;"> <u>Area Vice President Network</u> (Title) </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> IN PRESENCE OF </td> </tr> <tr> <td style="width: 50%; padding: 5px;"> _____ (Signature) </td> <td style="width: 50%; padding: 5px;"> _____ (Address) </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> UNITED STATES OF AMERICA </td> </tr> <tr> <td style="width: 50%; padding: 5px;"> BY <u></u> (Signature) </td> <td style="width: 50%; padding: 5px;"> OUTLEASING CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION _____ (Official Title) </td> </tr> </table>				First 5 yr Renewal Option	Annual Rent / RSF	USF	Annual Rent	Monthly Rent	1	\$ 6.68	2,500.00	\$ 16,693.55	\$ 1,391.13	2	\$ 6.88	2,500.00	\$ 17,194.37	\$ 1,432.86	3	\$ 7.09	2,500.00	\$ 17,710.20	\$ 1,475.85	4	\$ 7.30	2,500.00	\$ 18,241.50	\$ 1,520.13	5	\$ 7.52	2,500.00	\$ 18,788.75	\$ 1,565.73	LESSEE		BY <u></u> <u>8-25-14</u> (Signature)	<u>Area Vice President Network</u> (Title)	IN PRESENCE OF		_____ (Signature)	_____ (Address)	UNITED STATES OF AMERICA		BY <u></u> (Signature)	OUTLEASING CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION _____ (Official Title)
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**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE**

 SUPPLEMENTAL AGREEMENT
NO. 1

DATE

12-14-10

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS-10PTE-OL-9-01

 ADDRESS OF PREMISES **GSA Auburn Warehouse Complex
2701 "C" Street SW
Auburn, WA 98001-7421**

THIS AGREEMENT, made and entered into this date by and between **SEATTLE SMSA LIMITED PARTNERSHIP
DBA VERIZON WIRELESS**
By Cellco Partnership, Its General Partner

whose address is **ONE VERIZON WAY, MAILSTOP 4AW100
BASKING RIDGE, NJ 07921**

hereinafter called the Lessee, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **January 1, 2010**, as follows:

This SLA #1 (Supplemental Lease Agreement) reflects a change in payment address, therefore, Paragraph 4 is amended as follows:

4. The Lessee shall pay the Lessor an annual rental of **\$14,400.00 (Fourteen thousand four hundred dollars and 00/100)**, payable at the rate of **\$1,200.00 (One thousand two hundred dollars and 00/100)**, per month in advance. Rent for part of a month shall be prorated. All payments shall be made payable to the General Services Administration, and shall contain the following Outlease number for identification purposes: **GS-10PTE-OL-9-01**. All payments are to be paid by check or money order and mailed to the **OFFICE OF FINANCE, GENERAL SERVICES ADMINISTRATION, PO BOX 301511, LOS ANGELES, CA 90030-1511**, for receipt on or before the first day of each month. Transmittal via an electronic funds transfer (EFT) is acceptable with arrangements made through the Office of Finance. This address is for the receipt of rental payments **ONLY**, with all other correspondence submitted to the Contracting Officer.

TAX ID/SSN: 91-1237252

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSEE

BY

(Signature)

12/13/10

Name: Walter L. Jones, Jr.

Title: Area Vice President Network

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

 CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official Title)



General Services Administration
Northwest/Arctic Region
400 – 15th Street SW
Auburn, WA 98001-6599

October 16, 2009

Ms. Sophia Mekkers
Ridge Communications for Verizon Wireless
4707 SW Kelly Avenue, #207
Portland, OR 97239

Dear Ms. Mekkers:

This is to acknowledge receipt of a fully executed copy of revised Outlease Contract GS-10PTE-OL-9-01 with the Federal Tax Identification number annotated, and an initialed Exhibit A, for the rental of approximately 2,500 sq ft of open ground located on the southeast corner area adjacent to the perimeter fence, east of Warehouse 1, Bay 4, known as 2701 "C" Street SW, Auburn, WA 98001-7421. This portion of open ground shall be used for the concrete pad in support of a 'not to exceed' one hundred fifty foot (150') monopole type antenna structure, including the electronic cabinetry. **This contract is effective September 1, 2009 through August 31, 2014. Rental rate is \$1,200.00/month, or \$14,400.00 annually, for the initial five year term.**

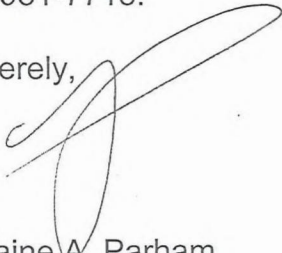
The accounting office of Verizon Wireless must be placed on notice they will receive rental coupons for the first year, commencing September 1, 2009. The rental coupons may take up to 30-45 days for receipt. Please ensure the contract number is annotated on each check, ensuring the rent is credited to the proper account.

The Office of Finance will establish an Accounts Receivable based on the name of the company, as it appears in the first paragraph of the contract, and the contract number designated in the contract. Delinquency notices for failure to pay rent as indicated in the contract will be mailed to the contract address. Rent in arrears by 60 days will result in an automatic termination notice of the contract. Rent is due, whether or not the company has rental coupons.

It is highly suggested the company establish the EFT (electronic funds transfer) to ensure rent is paid on time. This process can be established through the GSA Office of Finance by contacting 817-978-7556.

Should you have any questions regarding this assignment, please call me at 253-931-7718.

Sincerely,

A handwritten signature in black ink, appearing to be 'Lorraine A. Parham', written over a horizontal line.

Lorraine A. Parham
Contracting Officer
Real Estate Acquisition Division (10PR)

Enclosure

cc: 10PR Official File
10PSW Property Manager
7BCAI FW-OutleaseDocuments Finance

**U. S. GOVERNMENT
LEASE OF REAL PROPERTY**

1. THIS LEASE entered into in accordance with the Cooperative Use Act, 40 U.S.C., by and between the United States of America, hereinafter called Lessor, and Seattle SMSA Limited Partnership dba VERIZON WIRELESS, hereinafter called the Lessee, whose address is, ~~One Verizon Way, Mail Stop 4AW400, Basking Ridge, NJ 07920~~, to use and occupy the property hereinafter described under the terms and subject to the conditions contained herein. *180 Washington Valley Road, Bedminster, New Jersey 07921
Attne Network Real Estate*
2. WITNESSETH: The Lessor hereby leases to the Lessee the following described premises: Approximately 2,500 square feet of open land, located at the southeast area, adjacent to the fence line, and east of Warehouse 1, Bay 4, known as 2701 "C" Street Street SW, Auburn, WA 98001-7421 (Exhibit A attached and incorporated herein).

To be used exclusively for the following purpose: Installation & maintenance of one (1) ⁵ electronic cabinet to support one (1) monopole style antenna structure, not exceed one hundred fifty feet (150) feet in height. Storage and/or use of hazardous or flammable materials are strictly prohibited.

3. TO HAVE AND TO HOLD the premises with their appurtenances under the following term, Commencing: September 1, 2009, and ending August 31, 2014. Option to renew for three (3) additional five (5) year increments commences September 1, 2014, unless Lessee terminates at the end of the then current term by giving the Contracting Officer written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
4. The Lessee shall pay the Lessor an annual rental of \$14,400.00 (Fourteen thousand four hundred dollars and 00/100), payable at the rate of \$1,200.00 (One thousand two hundred dollars and 00/100), per month in advance. Rent for part of a month shall be prorated. All payments shall be made payable to the General Services Administration, and shall contain the outlease contract number for identification purposes: GS-10PTE-OL-9-01. All payments are to be paid by check or money order, and mailed to the OFFICE OF FINANCE, GENERAL SERVICES ADMINISTRATION, PO BOX 894201, LOS ANGELES, CA 90189-4201, for receipt on or before the first day of each month. Transmittal via an electronic funds transfer (EFT) is preferred with arrangements made through the Office of Finance. This address is for the receipt of rental checks ONLY, with all other correspondence submitted to the Contracting Officer. Rent shall be increased on each annual anniversary of the Commencement Date to an amount equal to 103% of the annual rent payable with respect to the immediately preceding year.
5. The Lessee shall pay for all metered services and utilities as provided by the Lessor, on a twenty-four (24) hour basis, seven (7) days a week, based on local commercial utility rates. Lessee agrees to pay for such service upon receipt of the Lessor generated quarterly billing, or other agreed upon schedule. Receipt of said invoice shall be paid to the Lessor within thirty (30) days. Failure to reimburse the Lessor for services provided shall be cause for termination of this contract.
6. The following paragraph(s) were deleted/replaced before execution of this lease: Terms and Conditions - Paragraph J is replaced with Paragraph 10; Paragraph S is replaced with Paragraph 13.
7. Space offered is accepted "as is". Any proposed changes/alterations to the space shall be the sole responsibility of the Lessee, with prior approval of the Contracting Officer, or other authorized representative. Submissions of plans/drawings shall be through the Lessor's Property Manager or designated representative. (Paragraph B). No cards, signs, or billboards may be installed, other than signage as may be required by the Lessor. A concrete or other suitable pad must be installed, for the antenna support structure/cabinetry, provided it does not exceed the square footage allocated within the terms of the lease. Camouflage in the form of an enclosure or landscaping/coloration of the cabinetry is required to the satisfaction of the Lessor. No change in antenna support structure height or additional cabinetry, without the prior written consent of the Contracting Officer is offered. Cabinets shall not be stacked for any reason. Consent will not be unreasonably withheld or delayed for requested changes or approvals. Lessor shall provide key access on a twenty-four (24) hour basis, seven (7) days a week, provided the Lessor has been informed after-hours access is required.
8. The Lessee shall be subject to all Federal Property Regulations and Rules of Occupancy that apply to Federal tenants. General Services Administration shall administer such rules and regulations. Lessee shall install and operate all equipment in accordance with any licenses, permits, regulations and zoning ordinances as required by the applicable city, county, state or federal codes, relating to such use. The Lessee shall provide the Lessor a current copy of the FCC granted license with the expiration date clearly annotated. Lessor represents it has no knowledge of any substance, chemical, or waste on the site which may be identified as hazardous, toxic or dangerous, in any applicable federal, state, local law, or regulation. Lessee shall not introduce or use any such substances on site in violation of any applicable law.
9. The Lessor may terminate this lease as follows: (1) **Non Compliance** - The lease may be terminated by Lessor if Lessee fails to comply with any of the terms and conditions specified herein by the issuance of thirty (30) days written notice, provided that Lessee has not made sufficient attempts to cure; (2) **Insolvency or Bankruptcy** - Lessor may terminate the lease and re-enter and take possession of the property upon issuance of five days written notice to the Lessee, if it is determined the Lessee is insolvent, bankrupt, or placed in receivership, or if Lessee's assets are assigned to a trustee for the benefit of creditors. In any of these cases, Lessee shall have sixty (60) days to cure before termination notice is issued. (3) **Federal Requirement** - In the event the property is required by Lessor for a federal use, or if Lessee's use of the property is not consistent with federal program purposes, Lessor may terminate the lease upon one hundred eighty (180) days written notice to Lessee. (4) **Lessee Termination** - Lessee may terminate the lease, if it is reasonably determined the leased premises are no longer suitable for the intended usage under this lease, by virtue of the site's unsuitability as a communications facility for Lessee's purpose, by providing sixty (60) days written notice. (5) **Replacement Site** - In the event the property is required for federal use or Lessor identifies a federal use, or if the property is to be sold or transferred, Lessee shall have the first right of continued occupancy at the current location, or an offered alternate available location at Lessor's reasonable discretion. **Sub-lease** - Lessee may sub-lease space on its structure, with a rental rate not to exceed that of its own, and with an advance thirty (30) days written permission of the Lessor. Such permission shall not be unreasonably withheld. The Lessor shall hold a separate outlease contract with the sub-lessee, subject to all conditions required for compatibility.
10. Unless otherwise specified herein, Lessee shall, without expense to the Lessor and to the reasonable satisfaction of the Lessor, obtain and carry public liability insurance coverage for third party bodily injury liability, with limits of liability of \$2,000,000 combined single limits coverage for bodily injury and property damage. A certification of insurance shall be furnished the Lessor within fifteen (15) days from the date of execution of this lease. This policy for general third party liability shall include an endorsement naming the United States of America (GSA), as an additional insured as respects liability assumed in Paragraph E of this lease and arising out of the use and occupancy for leased premises by Lessee. The policy shall include the following statement or to the effect: "It is a condition of this policy the insurance company shall furnish written notice to the General Services Administration, Contracting Officer, in writing, thirty (30) days in advance of the effective date of any reduction to or cancellation of this policy." This Certificate of Insurance must be submitted to GSA, Contracting Officer, Real Estate Acquisition Division (10PR), 400 15th Street SW, Auburn, WA 98001-6599.
11. **Radio Frequency interference** - Lessee shall ensure its use of the leased premises does not measurably interfere with existing operations on or immediately around the site, and situations creating the existence of Radio Frequency Interference (RFI) by Lessee's equipment, will be cured within ten (10) calendar days, after notice from Lessor. If such interference cannot be corrected within ten (10) calendars days based on extenuating circumstances, Lessor may grant an extension of time to cure the problem. If the Lessee cannot operate without creating an incurable RFI situation, this lease shall be automatically terminated by mutual consent.
12. Exclusive right to the site is not offered, however, Lessor shall provide adequate notice regarding the potential interference of Lessee's signal or equipment, by installation of a similar business on the site. Should interference be such that Lessee's signal is rendered inoperable, the potential secondary Lessee shall not be granted a lease or access to the site, based on all information made available to Lessor and the parties concerned. A final decision shall be made by the Contracting Officer in the best interest of the U. S. Government.
13. Lessee shall have the right to assign its contractual interest to any entity controlling, controlled by or under common control with the Lessee, to any party which acquires substantially all of the assets of the Lessee to any entity licensed by the FCC to operate a wireless communications business, or to any entity which acquires substantially all of the Lessee's assets in the Metropolitan Trading Area (MTA) in which the facility is located, provided that, in all such instances such assignee assumes in full all of Lessee's obligations under this agreement. The Lessee shall notify the Lessor with a minimum written thirty (30) days notice. Such notice shall not amend, nor modify the terms and conditions of the lease.

TERMS AND CONDITIONS

A. Lessee has inspected and knows the condition of the leased premises and agrees to accept same in its "as is" condition. It is further understood that the leased premises are hereby leased without any additions, improvements or alterations thereto.

B. Lessee shall not make any additions, improvements, repairs, or alterations to the leased premises without the prior written consent of Lessor in each and every instance.

C. The Lessor shall, except as otherwise specified herein and except for damages resulting from the act or negligence of the Lessee, his agents, employees, maintain in good repair and tenantable condition the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Lessor under this lease.

D. Lessee shall use reasonable care in the occupation and use of the leased premises. Upon the expiration or termination of this lease, Lessee shall vacate the leased premises, remove his property therefrom and forthwith yield and place Lessor in peaceful possession of the leased premises, free and clear of any liens, claims, or encumbrances and in as good condition as the leased premises existed at the commencement of this lease, ordinary wear and tear excepted.

E. Lessor shall not be responsible for damage to property or injuries to persons, which may arise from or be incident to the use and occupation of the leased premises, nor for damages to the property or injuries to the person of Lessee or of others who may be on said premises at Lessee's invitation and Lessee shall hold Lessor harmless from any and all claims for such damages or injuries.

F. Lessee shall comply with all applicable Municipal and State Laws, ordinances and regulations; and obtain and pay for all licenses and permits as may be required.

G. Lessee agrees not to use the leased premises in any way which, in the judgment of the Lessor poses a hazard to the Lessor, the leased premises, other Lessees, or the building in part or whole, nor shall Lessee use the leased premises so as to cause damage, annoyance, nuisance or inconvenience to the building occupants or others.

H. Lessee, Lessee's agency, employees, invitees or visitors, shall comply fully with all Rules and Regulations Governing Public Buildings and Grounds as now posted or subsequently amended.

I. The Lessor reserves the right to enter the leased premises at all reasonable hours to inspect it, exhibit same or to make such repairs, additions or alterations as Lessor considers necessary for the safety, improvement or preservation of the Lessee's premises or any part thereof.

J. Unless otherwise specified herein, Lessee shall, without expenses to the Lessor and to the satisfaction of the Lessor, obtain and carry public liability insurance coverage for third party bodily injury liability with limits of liability for bodily injury and third party property damage liability in the amounts specified by the General Services Administration Contracting Officer. A certified copy of the policy with endorsement, manually countersigned, shall be furnished the Lessor within 15 days from the date of execution of this lease. The policy for general third party liability shall include an endorsement naming the United States of America, as an additional insured. The policy shall include the following endorsement: "It is a condition of this policy that the insurance company shall furnish written notice to the General Services Administration, Contracting Officer, in writing, thirty (30) days in advance of the effective date of any reduction to or cancellation of this policy."

K. If the Lessee shall fail to pay the rent herein provided or shall abandon the leased premises or shall fail to observe or perform any other conditions, covenants or agreement as herein stated, then the Lessor may, at its option: (a) declare this lease ended and terminated and may reenter the leased premises and remove all persons or things therefrom, and the Lessee hereby expressly waives all service of any demand or notice prescribed by any statute whatever, and (b) on

authority hereby granted the Lessor by the Lessee to dispose of such personal property left in the premises as deemed in the best interest of the United States of America and Lessee shall be liable for such damages as the Lessor may incur.

L. In the event that a state or local tax is imposed upon the occupancy, use, valuable possession, or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of the Lessee.

M. No member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this lease agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any corporation or company if the agreement be for the general benefit of such corporation or company.

N. The Lessee's name and location may be placed on the building directory, floor directory and/or door plate, if the building is so equipped. No signs of the Lessee shall otherwise be placed inside or outside of the demised premises unless specifically authorized by the Lessor in writing.

O. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this lease without liability, or in its discretion, to require Lessee to pay in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

P. The failure of Lessor to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performances shall continue in full force and effect.

Q. Any notice or advice to or demand upon Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessee's address indicated in paragraph 1, or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon Lessor shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessor's Contracting Officer address indicated on the signature page herein, or at such other address as Lessor's Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the Lessor's representative and is the only person who has authority to sign or amend the terms or conditions of this lease.

R. The Lessee agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, sex or national origin in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided therein.

S. Except with the prior written consent of Lessor, Lessee shall neither transfer nor assign this lease or any of his rights hereunder, nor sublet the leased premises or any part thereof or any property thereon nor grant any interest, privileges or license whatsoever in connection with this lease.

T. Lessee acknowledges that he acquires no right by virtue of execution of this lease to claim any benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

U. If the property leased is located in a State requiring the recording of leases, the Lessee shall comply with all such statutory requirements at Lessee's expense.

IN WITNESS WHEREOF, the parties hereto have signed and sealed their presence on the date indicated below.

Executed this _____ day of _____, 2009

IN PRESENCE OF:

By: _____
(Witness Signature)
(Print Name)

FEDERAL TAX ID or SS#: 91-1237252

Accepted on behalf of the UNITED STATES OF AMERICA this 30th day of September, 2009

GENERAL SERVICES ADMINISTRATION

By: _____

LORRAINE A. PARHAM
CONTRACTING OFFICER,
GSA, Real Estate Acquisition Div, 400-15th St SW
Auburn, WA 98001-6599
Contract No. GS-10PTE-OL-9-10

01/08

LESSEE:

Seattle SMSA Limited Partnership; dba Verizon Wireless
By: Celco Partnership, its general partner

(Signature) Walter L. Jones, Jr., West Area Vice President

WHSE 1

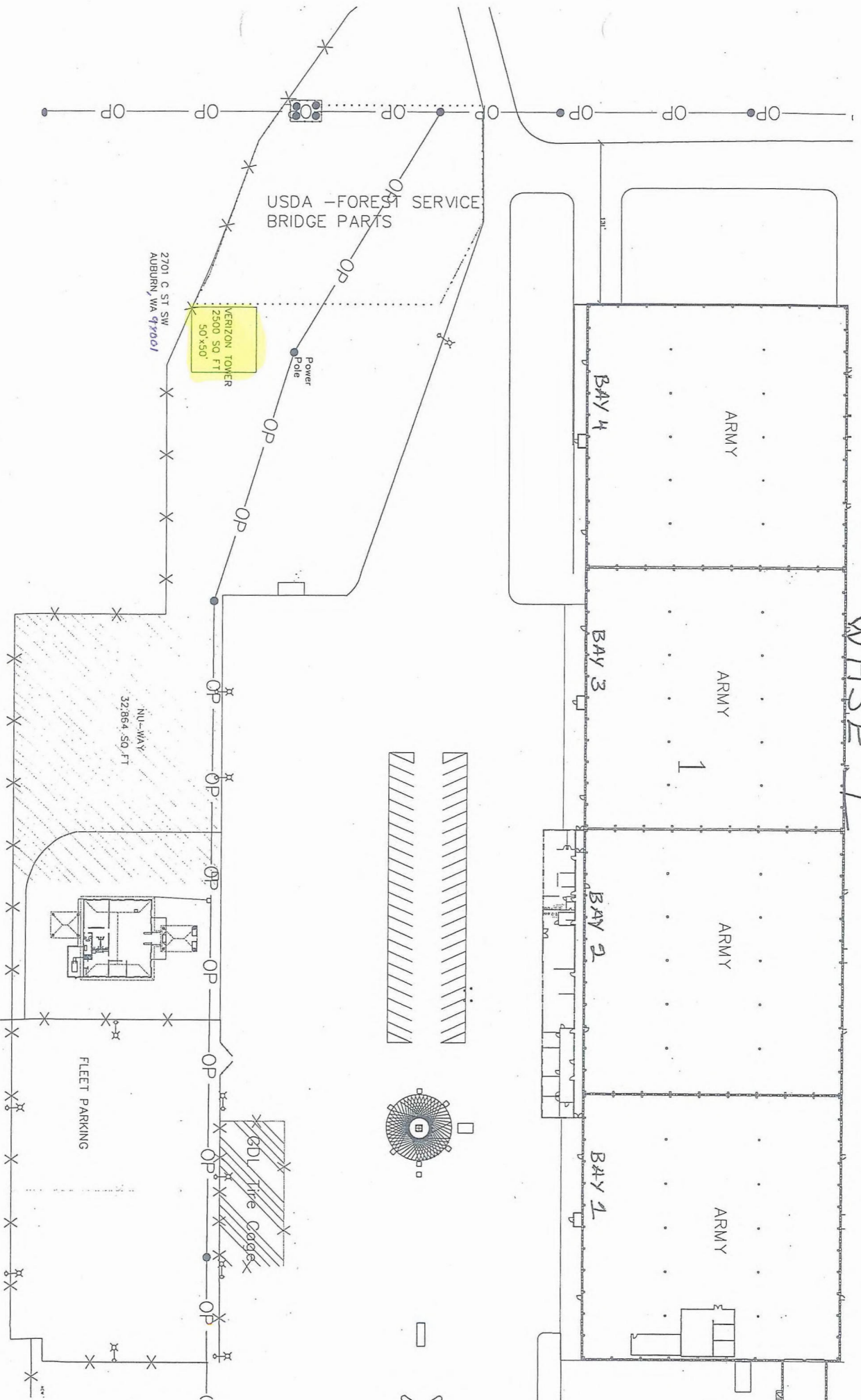


EXHIBIT A

INITIALS
&
LESSEE / GOVERNMENT
DATE: _____

